

**FEBRUARY 28, 2003**  
**CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2002~~**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **ON-SITE MEDICAL SERVICES – JAIL EXPANSION PROGRAM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 21, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

**SF/lc**  
Attach

Copy to:            Clerk of the Board  
                        Monica Mendoza, Materials Management  
                        Bob Williams, CJFD

E-mail Address:    Jack Hanna, [jhanna@huntjacobs.com](mailto:jhanna@huntjacobs.com)

## ON-SITE MEDICAL SERVICES - JAIL EXPANSION PROGRAM

### 1.0 **INTENT:**

Contractor shall provide a Medical Facility at the Lower Buckeye Jail and 4<sup>th</sup> Avenue Jail Projects with medical and nursing services to include, but not limited to, emergency and medical care for Project employees. The construction schedule for the Lower Buckeye Jail Project, located generally at 35<sup>th</sup> Avenue and Lower Buckeye Road in Phoenix, Arizona, will take place from January 1, 2001 through May 31, 2003. Medical services on-site will start on March 5, 2001. The construction schedule for the 4<sup>th</sup> Avenue Jail Project, located between 3<sup>rd</sup> and 4<sup>th</sup> Avenues and between Madison and Jackson Streets in downtown Phoenix, Arizona, will take place from June 1, 2001 through October 31, 2003. Medical services on-site will start on ~~July 9~~ **August 6, 2001.**

### 2.0 **SCOPE OF WORK:**

#### 2.1 STANDARD OF CARE

All health care personnel providing services pursuant to this contract shall exercise the degree of care, skill and learning expected of a reasonable, prudent health care provider in the profession or class to which the provider belongs within the State of Arizona and acting in the same or similar circumstances.

#### 2.2 ON-SITE MEDICAL SERVICES

**PERSONNEL REQUIREMENTS: All medical personnel must maintain a current License or Certification to practice in the State of Arizona.**

2.2.1 An Organization Chart and resumes of Key Personnel shall be provided in the proposal.

2.2.1.1 The criteria and/or protocol for selection of On-Site Medical Personnel shall be submitted in the proposal.

2.2.1.2 If known at the time of the proposal, resumes of On-Site Personnel should be submitted in the proposal.

2.2.1.3 If applicable, the Contractor should provide information that describes, in detail, their previous experience on similar construction projects in their proposal.

2.2.1.4 On-Site Medical Personnel training methods and criteria should be provided in the proposal.

2.2.2 Contractor shall provide the services of a Registered Nurse (RN) or Paramedic (hereafter referred to as "On-Site Medical Personnel") to work under established Medical Protocols/Standing Orders to be provided by the Contractor's Physician Services as outlined in Section 2.2.

2.2.2.1 Resumes of all On-Site Medical Personnel shall be provided to Hunt Jacobs (user agency representative) at least two weeks prior to beginning work on the Project.

2.2.2.2 Copies of all applicable licenses/certifications of On-Site Medical Personnel shall be submitted to Hunt Jacobs at least two weeks prior to beginning work on the Project.

2.2.2.2.1 Licenses/Certifications may be verified prior to On-Site Medical Personnel beginning work on the Project.

2.2.2.3 Licenses/Certifications of all On-Site Medical Personnel will be prominently displayed in the on-site medical facility.

2.2.2.4 Registered Nurses with prior experience in emergency room and/or occupational medical care would be highly desirable.

- 2.2.3 The On-Site Medical Personnel will work shifts (days) to coincide with the established Project hours of operation.
- 2.2.4 Duties of On-Site Medical Personnel will include (but are not limited to):
  - 2.2.4.1 First-Aid and emergency medical treatment;
  - 2.2.4.2 Medical chart maintenance and recordkeeping;
  - 2.2.4.3 Reporting of injuries to Owner Controlled Insurance Program (OCIP) Claim's Department
  - 2.2.4.4 Completion and submission of all first-aid treatment reports to Hunt Jacobs' Safety Engineer (see Sections 4.12 and 5.19).
  - 2.2.4.5 Worker's Compensation claims management
  - 2.2.4.6 Participate in Weekly Project Meetings, as necessary.
  - 2.2.4.7 Provide support for employee orientations.

**2.3 PHYSICIAN SERVICES**

- 2.3.1 Contractor shall provide the services of Consulting Physician(s) for the purpose of establishing project medical protocols/standing orders, and acting as medical support/resource for On-Site Medical Personnel.
  - 2.3.1.1 Resumes of Consulting Physician(s) shall be provided to Hunt Jacobs at least two weeks prior to beginning work on the Project.
  - 2.3.1.2 Copies of all applicable licenses/certifications of Consulting Physician(s) shall be submitted to Hunt Jacobs at least two weeks prior to beginning work on the Project.
    - 2.3.1.2.1 Licenses/Certifications of the Consulting Physician(s) will be verified prior to beginning work on the Project.
  - 2.3.1.3 Licenses/Certifications of all Consulting Physician(s) will be prominently displayed in the on-site medical facility.
  - 2.3.1.4 Consulting Physician(s) must have at least 2 years of occupational injury treatment experience OR have extensive emergency room treatment experience.
  - 2.3.1.5 Consulting Physician(s) shall be available for consultation, by phone, with the On-Site Medical Personnel during regular work hours as established by Section 2.2.2. Response time for a consultation request shall be no more than two (2) hours.
  - 2.3.1.6 If a Consulting Physician is required to visit the Site(s) to perform consultation services with the On-Site Medical Personnel, Hunt Jacobs shall be notified prior to the visit(s). The notification shall describe the reason for the visit(s).
- 2.3.2 Panel of Preferred Physicians
  - 2.3.2.1 The Contractor shall develop a Panel of Preferred Physicians (Ophthalmology, Orthopedics, Dermatology, etc.) that will provide special medical services beyond those provided by On-Site Medical Personnel and Consulting Physician(s).

- 2.3.2.2 The names of the Panel of Physician(s) will be submitted to Hunt Jacobs at least two weeks prior to the services of a physician on the Panel being used.
- 2.3.2.3 The OCIP Insurance Carrier shall retain the right to refuse the use of a proposed Physician selected for the Panel, if they have an objection to a proposed Physician.
- 2.3.2.4 Payment for the services of the Preferred Physicians shall be solely through the OCIP Insurance Carrier as permitted by the State of Arizona's workers' compensation statute.

2.3.3 Changing of Personnel

- 2.3.3.1 If during the service period the Contractor chooses to change Key Personnel, On-Site Personnel, Consulting Physicians, and/or Panel Physicians, they must notify Hunt Jacobs in writing at least two weeks in advance of the change. Sections 2.2 and 2.3 shall apply.
- 2.3.3.2 If the Contractor cannot comply with provisions of 2.3.3.1 they shall notify Hunt Jacobs as soon as reasonably possible, and they shall make every effort to replace the person with someone of equal or greater qualifications. Resumes and qualifications shall be submitted to Hunt Jacobs as soon as reasonably possible.

2.4 MEDICAL SERVICES

2.4.1 Emergency Treatment

- 2.4.1.1 Contractor shall provide immediate medical treatment for ill and/or injured workers as requested and/or required, and refer all emergency cases to an appropriate medical facility as needed.
- 2.4.1.2 Providing transportation to the medical facility shall not be the responsibility of the Medical Services Contractor.
  - 2.4.1.2.1 Transportation shall be provided by the local Fire Department, ambulance service, or other emergency medical transportation provider.
  - 2.4.1.2.2 The Contractor shall be responsible for contacting the nearest emergency medical transportation provider to establish the necessary protocol for emergency transportation.
  - 2.4.1.2.3 The Contractor shall schedule and conduct periodic visits/tours of the Project with the emergency transportation provider in order to familiarize the provider with the Project. The visits/tours shall be coordinated with Hunt Jacobs.

2.4.2 Non-Emergency Treatment for Occupational Injury/Illness

- 2.4.2.1 The Contractor shall provide treatment services for all Project employees who have experienced an occupational injury/illness, which will be in accordance with the following:
  - 2.4.2.1.1 Each Project Employer (General Contractor, all tiers of subcontractors, and vendors) will be strongly encouraged to direct their employees to the Medical Services Contractor for treatment of occupational injuries and/or illnesses.
  - 2.4.2.1.2 All employees shall be instructed during their new hire orientation training that there will be on-site medical treatment for an occupational injury/illness.

They will be strongly encouraged to utilize the service for treatment of work related injuries and illnesses.

2.4.2.1.3 The On-Site Medical Personnel shall treat only non-emergency injuries and illnesses when the employee presents an “Authorization to Visit the On-Site Medical Facility” form (Exhibit 3) signed by the employee’s supervisor.

2.4.2.1.3.1. “Authorization to Visit the On-Site Medical Facility” forms will be issued to the General Contractor for distribution to all Project employers.

2.4.2.1.3.2. If the employee (with a non-emergency injury/illness) does not have a completed “Authorization to Visit the On-Site Medical Facility” form, the On-Site Medical Personnel will instruct the employee to return to his/her supervisor and obtain a completed form signed by the supervisor.

2.4.2.1.3.3. If the injury or illness is deemed to be an emergency, the On-Site Medical Personnel will provide the necessary treatment, and make note on the individual’s medical chart and the daily log that it was treated as an emergency.

2.4.2.1.3.4. All employees will be instructed, during their new hire orientation, of the requirement for the need and use of “Authorization to Visit the On-Site Medical Facility” forms.

2.4.2.1.4 The Project General Contractors shall be responsible for obtaining the consents.

2.4.2.1.5 A sign stating the Authorization shall be provided by the Project General Contractors and placed on or near the entrance to the On-Site Medical Facility.

2.4.2.1.6 The Authorization shall also be posted on the Project Bulletin Board.

2.4.2.2 If a Project employee is required to go to an off-site physician or medical facility, the Medical Services Contractor is not responsible for providing transportation.

#### 2.4.3 Treatment of Non-Occupational Injury/Illness

2.4.3.1 On-Site Medical Personnel may provide treatment for non-occupational injury/illness to Project employees if time and resources permit, and if the Consulting Physician has provided medical protocol/standing orders for such treatment.

**NOTE: Treatment of non-occupational injury/illness can have a direct cost and productivity benefit to the Project. The Contractor and Hunt Jacobs will be responsible for tracking the use of the On-Site Medical Personnel and facility for non-occupational injury/illness treatment, and making the necessary changes to assure that the services are not being abused; and that treatment for occupational injury/illness is not being adversely affected.**

2.4.3.2 If treatment services are provided for non-occupational illness that require additional compensation (flu shots, etc.), the Contractor may provide these services with the payment coming from the employees that are treated. These services shall be provided if time and resources permit, and if the Consulting Physician has provided medical protocol/standing orders for such treatment..

2.5 MEDICAL PROTOCOL/STANDING ORDERS

- 2.5.1 Medical protocol/standing orders are required as treatment authorization for On-Site Medical Personnel to provide medical treatment to employees incurring occupational injuries/illnesses.
- 2.5.2 Consulting Physician(s) and On-Site Medical Personnel will jointly develop and update the medical protocol/standing orders.
  - 2.5.2.1 All medical protocol/standing orders shall be reviewed at least every six months, and updated as necessary, throughout the term of the Contract.
- 2.5.3 Medical protocol/standing orders must be approved and signed by the Consulting Physician(s).
- 2.5.4 Two original copies of the medical protocol/standing orders shall be provided to Hunt Jacobs prior to any treatment being provided on the Maricopa County Criminal Justice Facilities Development Department Project.
  - 2.5.4.1 Two original copies of reviewed and updated medical protocol/standing orders shall be provided to Hunt Jacobs within 5 working days after they are signed by the Consulting Physician(s).
- 2.5.5 At least one original copy of the medical protocol/standing orders shall be retained in the On-Site Medical Facilities.
- 2.5.6 Any request to see or read the medical protocol/standing orders shall **immediately** be reported to Hunt Jacobs' Program Safety Manager and the Director of the Maricopa County Criminal Justice Facilities Development Department.

2.6 ON-SITE MEDICAL FACILITIES (MINIMUM REQUIREMENTS)

- 2.6.1 On-Site Medical Facilities shall be of adequate size for the Project, and have finished interiors, covered floors, plumbed toilet facilities, hot and cold running water, refrigeration, heating and air conditioning, privacy partitions/curtains, adequate illumination, and maintained in a sanitary condition.
  - 2.6.1.1 On-Site Medical Facilities may be a portion of an existing building, or a mobile trailer. The type of facility will be determined by the Project location and the availability of space.
  - 2.6.1.2 Hunt Jacobs, in coordination with the General Contractor and the Medical Services Coordinator, will determine the location on each Project for the On-Site Medical Facility
  - 2.6.1.3 On-Site Medical Facilities must include adequate office space to facilitate private and confidential consultation.
  - 2.6.1.4 As part of the Proposal, the Contractor shall provide a detailed description of their proposed trailer, or space requirements for a facility in an existing building.
- 2.6.2 The facilities must enable On-Site Medical Personnel and Consulting Physician(s) to function professionally, and must be readily accessible to the majority of employees and to emergency transportation.
- 2.6.3 There shall be dedicated telephone services with provisions for outside lines, and a dedicated fax line.
- 2.6.4 A cellular phone shall be carried by the On-Site Medical Personnel at all times while on-site.

- 2.6.5 If two-way radio communication is needed between On-Site Medical Personnel and the General Contractor's Project Safety and Health personnel, the General Contractor will be responsible for providing/maintaining the equipment and the necessary training for proper use.
  - 2.6.6 The On-Site Medical Personnel shall have computer(s) available with access to email and the Internet.
    - 2.6.6.1 Computer software shall be used that is compatible with the software used by Hunt Jacobs and the OCIP Insurance Carrier
  - 2.6.7 **The Medical Service's Contractor must provide a means of on-site transportation at the Durango Campus (Lower Buckeye Jail Site), that will enable them to respond appropriately and quickly to emergencies at either the Central Services Project or the Adult Detention Project. The means of transportation must be able to negotiate a typical construction site that will not have improved roads. The transportation will not be used as an "ambulance", it will only be used to transport medical personnel and their required equipment to an emergency.**
- 2.7 RETURN TO WORK AUTHORIZATION
- 2.7.1 Employees who, because of an occupational injury/illness, are required to have off-site medical treatment must in all cases obtain authorization to return to work.
  - 2.7.2 Employees that have been treated off-site will be required to report to the On-Site Medical Personnel at the beginning of their next work shift and the following procedure shall be followed:
    - 2.7.2.1 The employee reports to On-Site Medical Personnel.
    - 2.7.2.2 The On-Site Medical Personnel is given the Return to Work Authorization.
    - 2.7.2.3 The Return to Work Authorization is confirmed by the On-Site Medical Personnel. The information from the Return to Work Authorization will be used to complete a "Project Work Authorization" (See Exhibit 2).
    - 2.7.2.4 The On-Site Medical Personnel will issue the employee a Project Work Authorization, and will instruct him/her to report to their immediate supervisor and to give them the Project Work Authorization.
      - 2.7.2.4.1 The Safety Representative of the employer will be notified of the employee's work status as soon as possible by the On-Site Medical Personnel.
  - 2.7.3 If an employee attempts to return to work without a Return to Work Authorization, the On-Site Medical Personnel shall inform him/her that they are not permitted to work until a Return to Work Authorization is obtained.
    - 2.7.3.1 The On-Site Medical Personnel shall immediately inform the General Contractor's Safety Representative of the situation.
    - 2.7.3.2 The On-Site Medical Personnel **may** attempt to contact the treating Physician and seek Return to Work Authorization via the telephone.
      - 2.7.3.2.1 If successful, the On-Site Medical Personnel may issue a Project Work Authorization in accordance with the instructions from the treating Physician.
      - 2.7.3.2.2 The On-Site Medical Personnel must request from the treating Physician a Return to Work Authorization faxed to the medical facility immediately, and the signed original mailed to the Medical Services Contractor.

- 2.7.4 If the Return to Work Authorization requires that the employee be placed on modified or restricted duty, the On-Site Medical Personnel shall immediately contact the responsible employer's Safety Representative or supervisor.
  - 2.7.4.1 The On-Site Medical Personnel will enter all of the applicable information on the Project Work Authorization concerning the employee and the work restrictions.
  - 2.7.4.2 The employer's safety representative or supervisor will inform the On-Site Medical Personnel of the availability of work based on the work restrictions. If informed that there are no modified/restricted work activities available, the On-Site Medical Personnel shall contact the Hunt Jacobs Safety Engineer immediately.
  - 2.7.4.3 The employee will be released to work only after he/she and the responsible employer's safety representative or supervisor have read and signed the Project Work Authorization.
  - 2.7.4.4 The employer's safety representative or supervisor must explain to the employee the nature of the restrictions and the duties the employee will be performing, this shall be done in the presence of the On-Site Medical Personnel.
  - 2.7.4.5 If any questions arise during the process of returning an employee to work on modified or restricted duty, the Hunt Jacobs Safety Engineer shall be contacted immediately; and the employee shall not be permitted to return to work or leave until a satisfactory solution has been reached and agreed upon by all parties.

**2.8 MODIFIED/RESTRICTED WORK POLICY**

- 2.8.1 It is the Owner's policy to return an employee to productive work following an occupational injury or illness in keeping with restrictions established by the treating physician, and in a manner that will not expose the employee and/or other employees to additional harm or injury. Each General Contractor will be required, by Contract, to have a "Modified/Restricted Work Assignment Policy and Procedure."
- 2.8.2 Duration of modified/restricted work assignments will be based on the written recommendations of the treating physician and the availability of productive work assignments.
- 2.8.3 The employee will report to the On-Site Medical Personnel after each follow-up visit to review their current medical status, and obtain a current Project Work Authorization.

**2.9 RECORDKEEPING**

- 2.9.1 On-Site Medical Personnel will be responsible for initiating and maintaining the following records:
  - 2.9.1.1 Individual medical charts/records for all employees treated.
  - 2.9.1.2 A daily log of employees treated in the medical facility
  - 2.9.1.3 A Project "Log and Summary of Occupational Injuries and Illnesses" (OSHA 200).
    - 2.9.1.3.1 By Law, each employer is responsible for maintaining an OSHA 200, and the OSHA 200 that will be maintained by the On-Site Medical Personnel will not affect that responsibility.
    - 2.9.1.3.2 The Project OSHA 200 will be maintained primarily as a reference so that individual employers may compare their records to the Project records.



2.9.1.3.3 The recordability of a case/file will be based on the guidelines in “Recordkeeping Guidelines for Occupational Injuries and Illnesses” as published by Bureau of Labor Statistics (commonly referred to as the “Bluebook”).

2.9.1.4 Workers’ Compensation documentation required by the State and by the OCIP Insurance Carrier.

2.9.1.5 Weekly summaries of injuries and treatment rendered, by employer. Summary to include a status of all employees assigned to modified/restricted duty.

2.9.1.6 Monthly summaries of all activities performed by On-Site Medical Personnel and Consulting Physician(s).

## 2.10 MEDICAL SERVICES FOR PROJECTS WITHOUT ON-SITE MEDICAL PERSONNEL

2.10.1 The Owner will have some Projects that may not require On-Site Medical Personnel. The Medical Services Contractor shall be responsible for providing off-site medical treatment for the employees on those Projects.

2.10.2 If the Project is in close proximity to the On-Site Medical Facility, the General Contractors on that Project will be encouraged to transport non-emergency ill or injured employees to the closest On-Site Medical Facility.

2.10.2.1 During construction of the Durango Juvenile Facilities the On-Site Medical Facility at the Lower Buckeye Jail would be utilized.

2.10.2.2 During construction of the Forensic Science Center the On-Site Medical Facility at the 4<sup>th</sup> Avenue Jail would be utilized.

2.10.3 The Medical Services Contractor shall provide to Hunt Jacobs a written procedure outlining services that will be provided.

2.10.4 The standard of care, as written in Section 2.1 of this Scope of Work, shall be maintained for off-site medical treatment.

2.10.5 Project employers will be responsible for transporting injured/ill employees to the nearest Medical Facility designated by the Medical Services Contractor for the initial treatment of an occupational injury/illness.

2.10.6 Emergency medical services will be initiated by the Project personnel as needed. The Medical Services Contractor shall be responsible for the requirement set forth in Section 2.4.1.2.3.

2.10.7 The Medical Services Provider shall be responsible for maintaining the same or similar records for off-site medical treatment as required in Section 2.9.

2.10.8 The Medical Services Provider shall arrange with the General Contractor a procedure to assure all employees returning to work from an occupational injury/illness will have a proper Return to Work Authorization, and that modified/restricted work statuses are addressed as similarly as possible to the requirements in Sections 2.7 and 2.8.

## 2.11 QUALITY ASSURANCE

2.11.1 The Contractor will be required to perform a Quality Assurance Audit of their services every three (3) to six (6) months and to provide a written report of the Audit to Hunt Jacobs.

## 2.12 ADDITIONAL SERVICES

2.12.1 When requested or required to provide additional services, the Contractor should be able to provide those services by utilizing their own (direct hire) personnel whenever possible.

2.12.1.1 If the Contractor cannot provide a service with their own personnel, the Contractor must provide with their proposal a procedure as to how they will provide the service.

2.12.2 Contractor shall provide in their proposal any additional information or services that they feel would be important in providing quality service to the Owner.

2.13 IMPLEMENTATION

2.13.1 Within two (2) weeks of receiving notification that they have been chosen as the Medical Services Provider, the Contractor must submit a fully detailed Implementation Plan.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at its option, extend the period of this agreement up to a maximum of three (3) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONTRACTOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONTRACTOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**For all other hazards, liabilities, and exposures:**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers,

directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONTRACTOR**, or anyone directly employed by the **CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2

**INSURANCE REQUIREMENTS:**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONTRACTOR'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY**

shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

- 3.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

- 3.3.6 Professional Liability. The **CONTRACTOR** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONTRACTOR**, or any person employed by the **CONTRACTOR**, with a limit of not less than \$5,000,000 each claim.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.2 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.3 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail to adhere to the Standard of Care required in Section 2.1, or to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.4 ALTERNATIVE DISPUTE RESOLUTION:**

Notwithstanding anything to the contrary provided elsewhere in this Contract, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision. See Exhibit 4.

**4.5 APPROPRIATION CONTINGENCY:**

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.8 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.12 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.13 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department, the Criminal Justice Facilities Development Department (CJFDD), and its Representative Hunt Jacobs A Joint Venture shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.14 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.15 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.16 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.17 P.O. CANCELLATION LANGUAGE:**

The Department reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractor agrees to accept verbal notification of cancellation from the Department with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.18 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.19 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

**4.20 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.21 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

**4.22 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.



Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**4.23 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.24 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's requirements, as called for in Scope of Work. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.25 CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

**4.26 EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

**MEDCOR CONSTRUCTION SERVICES INC., 1100 W LLOYD EXPRESSWAY #309, EVANSVILLE, IN 47708**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: XX YES      NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: XX YES      NO

**S08 06 01/B0604653**

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

***Base Medical Services Pricing (includes all personnel, equipment, facilities, supplies, and operating expenses)***

|      | <b>Item Description</b>       | <b>Price</b>     | <b>Unit</b>     |
|------|-------------------------------|------------------|-----------------|
| 1.1  | Medical Services              | <u>\$ 45.00</u>  | Hour            |
| 1.2  | Overtime Medical Services     | <u>\$ 60.00</u>  | Hour            |
| 1.3  | Cost of Living Escalation*:   | <u>\$ 1.35</u>   | Hour            |
| 1.3a |                               | <u>12 months</u> | Effective Dates |
|      | *Applies to 1.1 and 1.2 only. |                  |                 |

***Additional Pricing***

|       | <b>Item Description</b>                   | <b>Price</b>                  | <b>Unit</b>            |
|-------|---|-------------------------------|------------------------|
| 2.1   | Additional full-time staff                | <u>\$ 30.00</u>               | Hour                   |
| 2.2   | First Aid/CPR Training                    | <u>\$ 50.00</u>               | Each Participant       |
| 2.3   | Drug Testing                              | <u>\$ 25.00</u>               | Each Test              |
| 2.4   | Alcohol Testing                           | <u>\$ 5.00</u>                | Each Test              |
| 2.5   | Medical Review Officer for drug test      | <u>\$ 17.00</u>               | Each Positive Test     |
| 2.6   | Orientation (Safety/OCIP):                | <u>\$ Included in service</u> | Basic Service          |
| 2.6a  |   | <u>1</u>                      | Minimum # Participants |
| 2.6b  |   | <u>20</u>                     | Maximum # Participants |
| 2.7   | Consulting Physician On-Site Visit        | <u>\$ 200.00</u>              | Hour                   |
| 2.8   | Safety Audit                              | <u>\$ Included in service</u> | Hour                   |
| 2.9   | Accident Investigation                    | <u>\$ Included in service</u> | Hour                   |
| 2.10  | Audiometry Test                           | <u>\$25.00</u>                | Each Test              |
|       | Respiratory Protection Physical including |                               |                        |
| 2.11  | spirometry                                | <u>\$ 75.00</u>               | Each Physical          |
| 2.12a | Respirator Fit Testing:                   | <u>\$ 10.00</u>               | Qualitative Each Test  |
| 2.12b |   |                               | Quantitative Each Test |
| 2.13  | OSHA 10 Hour Training:                    | <u>\$ 150.00</u>              | Hour                   |
| 2.13a |   | <u>5</u>                      | Minimum # Participants |
| 2.13b |   | <u>20</u>                     | Maximum # Participants |
| 2.14  | OSHA 30 Hour Training:                    | <u>\$ 150.00</u>              | Hour                   |
| 2.14a |   | <u>5</u>                      | Minimum # Participants |
| 2.14b |   | <u>20</u>                     | Maximum # Participants |
| 3.1   | Medcor OnLine (Mesa site)*                | <u>\$ 4.00</u>                | Per employee per month |
|       | *-proposed, NOT required                  |                               |                        |

**MEDCOR CONSTRUCTION SERVICES INC., 1100 W LLOYD EXPRESSWAY #309, EVANSVILLE, IN 47708**

Terms: 1% 10 net 30

Federal Tax ID Number: 35-2112109

Vendor Number: 352112109

Telephone Number: 812/ 425-0060

Fax Number: 812/ 425-0150

Contact Person: Kule G. Johnson

E-mail Address: [kjohnson@medcor.com](mailto:kjohnson@medcor.com)

Company Web site: [www.medcor.com](http://www.medcor.com)

Contract Period: To cover the period ending ~~February 28, 2002.~~  
**February 28, 2003**